

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
VALDOSTA DIVISION**

**NISSAN MOTOR ACCEPTANCE
CORPORATION,**

Plaintiff,

v.

**PRESTIGE IMPORTS OF THOMASVILLE,
INC., d/b/a Prestige Honda of
Thomasville; PRESTIGE MOTORCAR
GALLERY, INC., d/b/a Prestige Infiniti,
and MICHAEL CRAIG HORNSBY,**

Defendants.

Civil Action No. 7:10-cv-129 (HL)

ORDER

On June 19, 2012, this Court entered an Order granting in part and denying in part Plaintiff Nissan Motor Acceptance Corporation's ("NMAC") Motion for Summary Judgment (Doc. 47). In that Order, the Court granted the Motion on the issue of liability, but reserved the issue of damages until the conclusion of the bankruptcy cases of Defendants Prestige Imports of Thomasville ("Prestige Honda") and Prestige Motorcar Gallery, Inc. ("Prestige Infiniti"). On December 10, 2012, Plaintiff NMAC filed a Renewed Motion for Summary Judgment (Doc. 54) addressing the issue of damages. In that Motion, NMAC informs the Court that the bankruptcy cases of the Corporate Defendants are now concluded. Thus, the Court can enter judgment on the issue of damages.

Plaintiff has shown that Defendant Michael Hornsby is liable for Prestige Infiniti's breach of the Lease Agreement. The current balance of the Lease Agreement is \$31,798.13. (See Plaintiff's Statement of Undisputed Material Facts ("SOF") ¶ 4.) Hornsby is liable for this amount in full.

Next, Plaintiff has shown that Hornsby is liable for Prestige Infiniti's breach of the Infiniti Floorplan, which has a balance of \$387,369.55. Hornsby is liable for this amount. (SOF ¶ 2.)

Third, Plaintiff has demonstrated that Hornsby is personally liable for Prestige Honda's breach of the Honda Floorplan. The balance on the Floorplan is \$58,585.65, and Hornsby is liable for this amount. (SOF ¶ 1.)

Fourth, Plaintiff has established that Hornsby is liable for out-of-pocket expenses that Plaintiff incurred for on-site contractors to safeguard its collateral after Prestige Honda and Prestige Infiniti defaulted on the Honda Floorplan and the Infiniti Floorplan. Those expenses, for which Hornsby is responsible, total \$305,600.00. (SOF ¶ 5.)

Fifth, Plaintiff has shown the Court that Hornsby is liable for Prestige Honda's breach of the Cap Loan. The outstanding balance of that loan is \$1,184,950.83, with interest accruing at a rate of \$134.58333 per day. From November 1, 2011 through December 10, 2012, an additional \$54,506.24 of pre-judgment interest has accrued. Hornsby is responsible for these amounts. (SOF ¶ 3.)

Finally, Plaintiff has shown the Court that the Guaranty Agreement has attorney's fees provisions, which Plaintiff intends to enforce. Hornsby has been provided notice of this provision and Plaintiff's intent. (Doc. 36, p. 11.)

In sum, the Court finds that Hornsby is liable for a principal sum of \$1,968,304.16, \$54,506.24 in pre-judgment interest, attorneys' fees and expenses of \$202,306.04 calculated in accordance with O.C.G.A. § 13-1-11, post-judgment interest at the legal rate, and court costs.

SO ORDERED, this 18th day of January, 2013.

s/ Hugh Lawson
HUGH LAWSON, SENIOR JUDGE

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